

BILL NO. S-76-04-59

SPECIAL ORDINANCE NO. S-101-76

AN ORDINANCE approving a contract with North American Van Lines, Inc. for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated April 14, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and North American Van Lines, Inc. for the construction of a sanitary sewer described as follows:

OFFSITE SEWER


Beginning at an existing sanitary sewer manhole located 420± L.F. north of and 20± L.F. west of the centerline intersection of Stalf Court and Hillegas Road; thence north within the existing right-of-way of said Hillegas Road 273± L.F. to a proposed manhole located 50± L.F. west of and 15± L.F. north of the centerline intersection of Hillegas Road, with frontage access road as shown on Sheet No. 17 of project plans F-870(13), 1959; thence, westerly within the right-of-way of said access road and its westerly projection of 3,030± L.F. terminating at a proposed manhole located 40± L.F. north of and 5± L.F. west of the north-west corner of Lot No. 23 of Elk Ridge Addition as recorded in Plat Book 24, pages 28-29,

of which the developer shall pay the entire cost and expense of the construction of said sewer and shall hold the City harmless from any liability for claims connected therewith, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


BY ATTORNEY

Read the first time in full and on motion by O. Schmidt, seconded by Burns, and duly adopted: read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 1976, at _____ o'clock P.M., E.S.T.

Date: 4-27-76

Charles W. Winters
CITY CLERK

Read the third time in full and on motion by J. Schmidt, seconded by Hinga, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VOT
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
HOSES	✓				
HUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-11-76

Charles W. Winters
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 141-76 on the 11th day of May, 1976.

ATTEST:

(SEAL)

Charles W. Winters
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of May, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Winters
CITY CLERK

Enrolled and signed by me this 13th day of May, 1976, at the hour of 6:00 o'clock P. M., E.S.T.

Robert Elmsbury
MAYOR

Bill No. S-76-04-59

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with North American Van Lines, Inc. for construction
of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

William T. Hinga Jr.
D. J. Schmidt
Vivian G. Schmidt
Paul M. Burns
William T. Hinga

DATE 5/11/76 Concurred in
CHARLES W. WESTERMAN, City Clerk

63-110-12 H.
4/14/76

A G R E E M E N T

F O R

S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 14 day of April, 1976, by and between NORTH AMERICAN VAN LINES, INC., hereinafter referred to as "DEVELOPER," and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, hereinafter referred to as "CITY",

W I T N E S S E T H:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

OFFSITE SEWER

Beginning at an existing sanitary sewer manhole located 420± L. F. north of and 20± L. F. west of the centerline intersection of Stalf Court and Hillegas Road; thence north within the existing right-of-way of said Hillegas Road 273± L. F. to a proposed manhole located 50± L. F. west of and 15± L. F. north of the centerline intersection of Hillegas Road, with frontage access road as shown on Sheet No. 17 of project plans F-870(13), 1959; thence, westerly within the right-of-way of said access road and its westerly projection of 3,030± L. F. terminating at a proposed manhole located 40± L. F. north of and 5± L. F. west of the north-west corner of Lot No. 23 of Elk Ridge Addition as recorded in Plat Book 24, Pages 28-29.

Said sanitary sewer shall be 10" and 8" in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of the City and known as NORTH AMERICAN VAN LINES INC. SANITARY SEWER, which plans, specifications, and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$39,669.05 composed of \$35,981.00 for construction costs, and \$3,688.05 for consultant engineering.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the CITY, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

2. COST OF CONSTRUCTION

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the DEVELOPER:

Part of the Northwest Quarter and the Southwest Quarter of Section 20, Township 31 North, Range 12 East in Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the West line of said Southwest Quarter at a point situated 157.0 feet S 00° - 55' E. from the Northwest corner of said Southwest Quarter; thence S 00° - 55' E. on and along said West line, being also the centerline of Kroemer Road, 2501.8 feet to the Southwest corner of said Southwest Quarter; thence S 89° ' 31' E. on and along the South line of said Southwest Quarter, being also the centerline of California Road, 1316.9 feet to the Southeast corner of the West Half of said Southwest Quarter; thence N 00° ' 53' W. on and along the East line of said West Half, established by an existing line fence, 1110.3 feet; thence S 89° - 22' E. on and along an existing line fence, 816.6 feet (recorded 822.8 Feet) to the West line of Elkridge Addition to the City of Fort Wayne, Indiana; thence N 01° - 14' W. on and along the West line of said Elkridge Addition and said West line projected Northerly, 1853.8 feet to the South right-of-way line of U.S. Highway #30; thence S 74° - 08' W. on and along said South right-of-way line, 213.8 feet; thence Southwesterly, on and along said South right-of-way line, being a regular curve to the right, having a radius of 5814.58 feet, an arc distance of 425.02 feet (the chord of which bears S 76° - 13' - 38" W. for a length of 424.92

feet); thence S 79° - 07' - 53" W. along said South right-of-way line, 508.13 feet; thence Southwesterly, along said South right-of-way line, being a regular curve to the right, having a radius of 5829.58 feet; an arc distance of 738.86 feet (the chord of which bears S 86° - 57' - 09" W. for a length of 738.37 feet); thence N 89° - 25' W. on and along said South right-of-way line, 174.8 feet to the East right-of-way line of Kroemer Road as it presently exists; thence S 36° - 15' W. on and along said East right-of-way line, 98.15 feet; thence S 00° - 55' E. along said East right-of-way line, 69.4 feet; thence S 89° - 05' W. 30.00 feet to the true point of beginning, containing 113.299 acres of land and subject to all legal right-of-way for Kroemer Road and California Road.

As the DEVELOPER will pay for the entire cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said aforescribed real estate, except as to such standard tap-in and inspection fees as are customarily charged by the CITY for connections to City sewer main.

4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of the real estate shall at any time within fifteen (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land; CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the cost of standard tap-in and inspection fees, the sum of 0.042144034 per sq. ft. for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of the CITY sewer to said area. Any amount so collected by the CITY shall be paid by the CITY within sixty (60) days of the

receipt thereof to the DEVELOPER.

An area connection charge of \$300.00 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for the Interstate Industrial Park and Spy Run Interceptor Sanitary Sewers.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer, said bond to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for and in consideration of City's entering into this Sewer Extension Agreement with DEVELOPER, releases DEVELOPER'S right, and the right of DEVELOPER's successors in title, to remonstrate against pending or future annexations to the City of the area served by the sewers and facilities described in Article 3 hereof, and any person tapping into or connecting to the sewers and facilities contracted for herein shall be deemed to hereby waive their rights to remonstrate

against the annexation of the 'area' served by the sewers and facilities described in Article 3 hereof.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office with ten (10) days after its adoption and approval by the Common Council of City as hereinafter provided.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Sections 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted with a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

NORTH AMERICAN VAN LINES, INC.

By Kenneth W. Maxfield
Kenneth W. Maxfield,
Executive Vice President

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Robert E. Armstrong, Mayor

APPROVED AND
Thomas J. Bauman
CITY ATTORNEY

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By Ethel H. LaMar
Ethel H. LaMar, Member

By Max G. Scott
Max G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

Approved as to form and legality

Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared NORTH AMERICAN VAN LINES, INC., by who acknowledged the execution of the foregoing agreement for sewer extension as and for its voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 24 day of April, 1976.

My Commission Expires:

October 27, 1979

Peggy D. Richter
Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, Max G. Scott and Ursula Miller, known to me to be the Mayor, the members of the Board

. of Works, and the Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said CITY.

WITNESS my hand and notarial seal this 14 day of April, 1976.

Anne J. Zol
Notary Public

My Commission Expires:

3/6/80

This instrument prepared by David D. Bishop, North American Van Lines, Inc. Law Department.

COMPUTATION OF ASSESSMENT FOR LOCAL SANITARY SEWER SHOWN IN EXHIBIT "A"

<u>Property Owners Benefited</u>	<u>Area in Sq.Ft.</u>	<u>Lower Sewer Ext. Cost per Sq.Ft.</u>	<u>Local Sewer Total Extension Cost</u>	<u>Area Connection Fees Due City for Interstate Industrial Park and Spy Run Interceptor per sq.ft.</u>	<u>Total Area Connection Fees</u>	<u>Total Project Costs</u>
North American Prop. Inc.	80,000	0.042144034	3,371.53	0.006877	\$ 550.96	\$ 3,922.49
Fred C. & Laura Fortmeyer	357,200	0.042144034	15,053.86	0.006887	2,460.04	17,513.90
Daniel V. & Maude L. Webster	137,300	0.042144034	5,786.38	0.006887	945.59	6,731.97
Ft. Wayne Elks Lodge No. 155	260,400	0.042144034	10,974.31	0.006887	1,793.37	12,767.68
House of Marble	33,750	0.042144034	1,422.37	0.006887	232.44	1,654.81
Lot #23 Elkridge Add.	26,585	0.042144034	1,120.40	0.006887	183.09	1,303.49
Lot #24 Elkridge Add.	17,224	0.042144034	725.90	0.006887	118.62	844.52
Lot #42 Elkridge Add.	<u>28,813</u>	0.042144034	<u>1,214.30</u>	0.006887	<u>198.43</u>	<u>1,412.73</u>
	941,272		39,669.05		\$6,482.54	\$46,151.59

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance - Sewer Extension Agreement with North American
Van Lines, Inc.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

J-76-04-59

SYNOPSIS OF ORDINANCE Sewer Extension Agreement with North American Van Lines, Inc.

provides for their construction of a sanitary sewer off Hillegas Road to serve
their property together with adjoining properties.

All construction and engineering costs to be paid by the Developer.

EFFECT OF PASSAGE Sanitary sewer service to properties outside City Limits.

Future sewage revenue, plus area connection fee to help reimburse the City for

oversizing costs incurred on construction of the Interstate Industrial Park and
Spy Run Interceptor Sewers.

EFFECT OF NON-PASSAGE Failure to provide sanitary sewer service where
possible

MONEY INVOLVED (Direct Costs, Expenditures, Savings) No cost to City.

Future revenue to City.

ASSIGNED TO COMMITTEE

Public Works